

# REQUEST FOR PROPOSALS

TO: Commercial Real Estate Agents, Owners & Managers  
FROM: Linda S. Miller, Leasing Manager  
State of Idaho, Department of Administration, Division of Public Works  
DATE: February 3, 2006

NOTE: Please read this document carefully. Certain requirements have been changed in order to expedite the evaluation of lease offers. A LEASE PROPOSAL FORM MUST BE FILLED OUT COMPLETELY IN ORDER FOR THE LEASE PROPOSAL TO BE CONSIDERED. Submittal of the Lease Proposal Form indicates Offeror's acceptance of the conditions governing this lease and conformance with all requirements of the Request for Proposals.

The State of Idaho is seeking to lease approximately **11,000 NET RENTABLE** square feet of office space for occupancy by the **IDAHO DEPARTMENT OF COMMERCE AND LABOR**. The proposed space may be located within new construction or situated within an existing building in which the space may be built-out to meet the specific space requirements described herein. Proposals shall base facility costs upon Net Rentable Area, as defined by the Building Owners and Managers Association (BOMA) standard for measuring floor space. Net Rentable Area will vary from building to building but should include usable square feet plus prorated common area space, if applicable. At the discretion of the Department of Administration, Division of Public Works, the lease proposals received may also be considered for use by other state agencies.

## **DUE DATES**

Proposals are due by **March 13, 2006**, at the Division of Public Works, 502 N. Fourth Street 83702, and PO Box 83720 Boise, ID 83720-0072. IDAHO DEPARTMENT OF COMMERCE AND LABOR is seeking a tentative occupancy date of **NO LATER THAN NOVEMBER 1, 2006**. For further information on the RFP process, contact Linda Miller, Leasing Manager, Department of Administration, Division of Public Works at (208) 332-1929.

## **LOCATION**

All proposed spaces must be appropriately zoned within or adjacent to the city of Twin Falls, Idaho, should offer convenient access, proximity to other professional businesses and be easy to find.

## **THE LEASE**

The State's standard lease form, attached as Exhibit C, will be used. STANDARD LANGUAGE WITHIN THE LEASE FORM IS **NOT** NEGOTIABLE.

The initial term of the lease will be for **five (5) years** with options for additional five (5) year periods. The lease will contain an annual funding appropriation clause. Offeror should provide Lessee an option to purchase the facility at specified intervals after the first year of the lease, including renewals. Offeror should provide the purchase price for all years for which the option exercise is applicable and any other relevant information. As an alternative, the State may consider a twenty (20) year lease term. In such case, the Lessor would have to agree that after the twenty (20) year term, if the Idaho Legislature authorized a time purchase pursuant to Idaho Code § 67-5708, title to the facility and real property would go to the State. Offeror should provide the yearly lease price for all twenty (20) years under this scenario and any other relevant information.

The exercise of either option described above must be done in accordance with applicable provisions of the Idaho Code, including Idaho Code § 67-5708. Idaho Code § 67-5708 allows for lease purchase or other time purchase agreements when a facility is authorized by concurrent resolution and a maximum cost is set by concurrent resolution.

## **COST OF LEASE**

The estimated annual cost of the lease should be at a competitive market rate per square foot per year for a full-service lease. Full service will include ongoing maintenance and management of property after Idaho Commerce & Labor takes occupancy of the space. It also includes but is not limited to: property taxes, utilities, facility repair and maintenance, landscape maintenance, snow removal and custodial services. The State may require a background check of personnel such as the custodial staff who have access to the facility. The proposal should detail the amount of the tenant improvement allowance included in the rental rate.

## **USE**

The Magic Valley Commerce & Labor office is used for labor exchange services provided to the public, such as employment listings, training and unemployment benefits. Programs include labor exchange/placement, unemployment insurance and WIA (Workforce Investment Act). It is projected that THIRTY-THREE (33) state employees will be working in the facility and that up to ONE HUNDRED (100) clients will be visiting the facility during the peak operating hours of 10:00 AM to 4:00 PM.

## **PROPOSAL ASSISTANCE**

The IDAHO DEPARTMENT OF COMMERCE AND LABOR is able to answer questions related to client and staff usage of the proposed space and the relationship between the programs occupying the space. More detailed information on facility requirements and use may be obtained by contacting **KATIE LAMM, FACILITIES MANAGER, at (208) 332-3570, EXTENSION 3340.**

## **CONFIDENTIALITY**

All proposals will remain confidential until a lease has been executed. Submitted proposals will become the property of the State of Idaho and will not be returned.

## **PROCESS OF SELECTION**

**INITIAL EVALUATION.** A committee composed of the Leasing Manager of the Department of Administration, Division of Public Works, or a designee, and staff of the IDAHO DEPARTMENT OF COMMERCE AND LABOR, which may also include other non-state personnel, will evaluate each proposal. Each proposal will be evaluated based upon an established set of criteria and a weighted evaluation. The rating factors with the Department of Administration's recommended range of evaluation weights are included in Exhibit A. The ranking sheet to be used in this Request for Proposals process is included in Exhibit B.

**INTERMEDIATE EVALUATION.** The committee may request additional information or clarification regarding any of the ranked factors during the initial or intermediate evaluation from one or more of the respondents. Additional information or clarification requested may include a credit report, financial statements or an affidavit indicating the Offeror is not in default in payment of any taxes, excises or license fees due. If Lessor is a partnership or a corporation, Lessor may be required to submit evidence that the entity is authorized to do business in the state of Idaho. The committee may elect to visit one or more of the proposed sites to evaluate location and facility issues.

**FINAL EVALUATION.** Proposals will be ranked and negotiations will begin with the representatives of the top-ranked proposal. If negotiations are successful, a lease will be completed. The State's standard lease form, attached as Exhibit C, will be used. STANDARD LANGUAGE WITHIN THE LEASE FORM IS **NOT** NEGOTIABLE.

Should negotiations with the top-ranked Offeror be unsuccessful, negotiations will be opened with the second ranking Offeror and so forth until a suitable lease is obtained. The State reserves the right to disqualify all proposals as unacceptable and to take any necessary action to obtain suitable space.

All final plans and specifications must be prepared by an architect licensed in the State of Idaho. Plans and specifications may also be subject to review by the Permanent Building Fund Advisory Council pursuant to Idaho Code § 67-5710A. Detailed General Outline Specifications and Communication Specifications shall be provided to Offeror during the negotiation process.

## **ON-GOING REVIEW**

At the State's option, the State may require the Lessor to provide insurance certificates prior to the commencement of any construction naming the State as an additional insured and may require the Lessor to indemnify and defend the State against any claims and to warrant and guarantee material, equipment and workmanship. If the facility shall be new construction, Lessor shall furnish to the Division of Public Works a copy of the Lender's commitment on the permanent loan, together with a copy of the title policy for the facility as soon as they can be made available.

## **ACCEPTANCE OF THE FACILITY**

A copy of the certificate of occupancy as issued by the local governing authority, together with a copy of the as-builts and warranties for the facility, shall be furnished to the IDAHO DEPARTMENT OF COMMERCE AND LABOR prior to occupancy of the facility. At its discretion, the Department of Commerce and Labor may have the Division of Building Safety inspect the premises prior to executing the Lease.

## **HOW TO MAKE A PROPOSAL**

All proposal information must be summarized on the Lease Proposal Form attached to this Request for Proposals. The form can also be obtained by accessing the Division of Public Works web page (<http://adm.idaho.gov/pubworks>), entering the leasing section and then opening the "Lease Proposal Form" tab. A copy can also be sent to you upon request. **PLEASE PROVIDE THREE COPIES AND DO NOT BIND PROPOSALS. Incomplete items may cause the proposal to be disqualified.**

## **GENERAL PROPERTY REQUIREMENTS**

### **SITE:**

#### **Parking**

- At a minimum, parking shall include EIGHTY-THREE (83) paved parking stalls—33 for employees, 6 for state vehicles, 44 for customers. Public parking at the curb or street side may not be included in the required space count. The Lessor must provide an ADA compliant parking lot. Parking on the property shall be required to accommodate deliveries and other parking priorities. Parking areas should be paved with asphalt or concrete, have adequate drainage, striping, and curbs or bumper blocks, and provide easy access to main entrance of facility. Idaho Commerce & Labor expects typical dimensions, clearances and parking aisle widths and appropriate directional and safety signs to be used in parking areas.
- Parking areas should have adequate outdoor lighting fitted with photocells and timers either pole or building-mounted.

#### **Communications Infrastructure**

- Site must accommodate telecommunications and data needs by having convenient access to cable and fiber-optic trunks from local service providers. Prospective bidders must demonstrate that such communications infrastructure is available to proposed site.

#### **Signage**

- A professionally manufactured sign must be installed and prominently located so as to be visible from the street. At a minimum the sign will include the agency name, street number and logo. Signage is also to be professionally lettered at the entry door. The design, size and location of the sign will be approved by Idaho Commerce & Labor.

#### **Landscaping**

- Lessor shall landscape site. Landscaping should be aesthetically pleasing. Sprinklers must be placed to avoid water hitting the building.

### **BUILDING:**

#### **Exterior**

The exterior of the building should be aesthetically pleasing and project the impression of professional office space. The building's exterior shall be compatible with the surrounding community. In areas with severe weather conditions, the building design shall be appropriate and functional, especially with regard to specific site requirements including drainage, heavy snow situations, and solar orientation.

#### **Stories**

- The entire space should be on one level.

#### **Entranceways**

- Public entry door will be ADA-accessible; with power operated doors with handicap opening operators (touch plates with the handicap symbol on each side of each door). Alternative powered door-opening mechanisms to provide accessibility will be considered.

- Front entry should have a "double-entry" vestibule arrangement so the public must pass through two sets of doors to enter into the office area to reduce wind blowing directly into the office and reduce loss of heat during the winter and cold during the summer. Access to customer restrooms and one entrance to the conference room shall be available in the vestibule to allow for after hours use of the conference room without access to the rest of the office. Both sets of vestibule doors must be able to be locked separately.
- At least one other employee entranceway and any required emergency exits shall also be provided.
- Adequate exterior lighting must be placed at all entrances/exits.

## **Windows**

- The building should have windows or skylights to provide natural lighting for employees in work areas. Exterior wall windows shall have high energy efficiency/energy performance characteristics. Hard-walled offices/spaces along interior walls shall have partial glass or sidelights. Window coverings, such as mini-blinds, are required on all interior wall and exterior wall windows.

## **Security**

- Lessor shall allow Idaho Commerce & Labor to install exterior cameras on the building perimeter. Lessor shall supply electricity to building perimeter and inside lobby to accommodate security cameras. Locations to be detailed by Idaho Commerce & Labor on final drawings, if Lessee so desires.

## **Other building requirements**

- The building must be designed by an architect or engineer licensed in the State of Idaho.
- Any crawl space beneath the building should be easily accessible from within the building.
- Storage rooms may need to have reinforcement in wall studs for Department purchased industrial shelving racks.
- Conference room, restrooms and enclosed offices shall be insulated for sound.

## **INTERIOR SPACE:**

### **ADA**

- All areas within the proposed building must meet ADA handicapped accessibility requirements.
- All restrooms and all public areas, such as conference rooms, shall include Braille lettering.
- All restrooms shall be designed to meet ADA requirements and must include the number of fixtures required by code.

### **Space size**

- Approximately 11,000 usable square feet is requested.

## **Architectural and miscellaneous needs**

- The interior office will be divided into usable space per the attached Facility Standards Sheet and sample space usage plan. The Lessor will provide a qualified, professional space planner to prepare a detailed space plan acceptable to Idaho Commerce & Labor.
- Reception: Modular reception desk will be provided by Idaho Commerce & Labor.
- Computer Lab: Lessor shall provide cabling and electrical wiring for ceiling-mounted projector. The cost for pre-wiring shall be borne by Lessor, in compliance with Department's specifications and as identified on agreed-upon interior office design layout completed before construction.

- Conference Room: Two entrance/exit doors are required—one located in the vestibule for after hours use of the conference room, one located inside the office. Both doors must have locks. The conference room should be equipped as follows:
  - a) One single bowl sink large enough to rinse out a 20-cup coffee pot.
  - b) Laminate counter top with base cabinets for storage use.
  - c) Built in cabinet or closet for folding table, media equipment, and chair storage.
  - d) Sidelight windows on interior walls with mini-blinds.
- Break Room: The break room should be equipped as follows:
  - a) One garbage disposal unit with a two-bowl sink large enough to wash out a 20 cup coffee pot. The sink is also to have a built-in hand sprayer and instant-hot water faucet.
  - b) Laminate counter top with base cabinets and wall cabinets.
  - c) Electrical hookups and plumbing for refrigerator, microwave, coffeemaker and other countertop appliances.
  - d) Data hookup for telephone/computer.
- Acoustics: Care should be taken to consider sound deadening materials and design. Sound insulation or sound batting must be installed in all enclosed, hard-wall rooms, ceilings and walls. Dropped ceilings may be required.
- Restrooms: A minimum of two sets of men's and women's restrooms is required. One set of restrooms (customer) is to be accessible in the vestibule entryway. Diaper changing stations are to be installed in the customer restrooms. The second set of restrooms is to be provided in the employee work area. Each restroom is to be equipped with an exhaust fan and wall switch to operate this fan. All restrooms shall comply with ADA design requirements. The restrooms are to be equipped with a floor drain.
- Water fountains: Water fountains are to be provided by each set of restrooms and shall comply with ADA design requirements.
- Communications Room: The communications room must have adequate ventilation, heating, and air conditioning systems to maintain constant humidity levels and temperatures not to exceed 72 degrees. The communications room may not to be located in the same room as the mechanical/ electrical and janitorial room.
- Door Locks and Keys: Employee entrance/exit is to be equipped with keypads for restricted access and shall have a key override. Both sets of vestibule doors must be able to be locked separately with separate keying systems. The communication, mechanical, storage, janitorial, and lab shall have a locking door. All enclosed offices are to have locking doors. The conference room may be used after hours via the door in the vestibule and at that time, access to the interior office via the second conference room door needs to be restricted except in the case of emergency. During regular office hours, the vestibule conference room door will be locked.
- Walls: All interior walls and insides of exterior walls shall be insulated and constructed with drywall.
- Paint: Paint should be durable and washable. The color of paint used shall be selected by Idaho Commerce & Labor.
- Carpet: Only carpet designed for heavy wear (not less than 32-ounce weight or better commercial grade) will be accepted. Office shall be fully carpeted except for restrooms, break room, storage room, communications room, mechanical room, and vestibules. Areas not carpeted shall be covered with a mutually agreed upon floor covering such as a high quality commercial vinyl or walk-off tread carpet. Anti-

static flooring is required in the communications room. Selection of carpet color/design shall be made by Idaho Commerce & Labor. Carpet squares may be offered as an option.

- Lighting: Lighting shall be energy-efficient fluorescent lamps, lay-in ceiling type. The conference room shall have two sets of lighting which can be turned on and off separately.
- General Finish Specifications: Selection of typical finish materials will be made by Idaho Commerce & Labor from choices presented by the successful bidder. Choices shall be durable and appropriate for commercial use.
- Health and Safety: Safety Code 1, requiring that the mechanically operated ventilation system shall supply a minimum of five (5) cubic feet per minute of outside air with a total circulation of not less than fifteen (15) cubic feet per minute per occupancy in all portions of the building and kept continuously operating when building is occupied, must be met. The system should be designed to accommodate any unique needs associated with severe weather conditions, solar gain or unusual temperature fluctuations. Lessor must provide a safe work environment, certified to be free of airborne asbestos. Any costs related to abatement will be borne by the Lessor. Lessor must also demonstrate building has successful moisture control barriers to prevent water leakage and mold.

## COMMUNICATIONS & ELECTRICAL:

### Communication Requirements

- At a minimum, the building must be pre-wired for communications, meeting any applicable Building Industry Consulting Services International (BICSI) and the State of Idaho's Information Technology Resource Management Council ("ITRMC") standards. The cost for pre-wiring shall be borne by Lessor, in compliance with Department's specifications and as identified on agreed-upon interior office design layout completed before construction. At a minimum, this will require the installation in each work area of duplex outlets and two sets each of modular four-plex jacks for communication hook-ups with enhanced Level 6 communications cable (CAT 5E is acceptable to the Department although CAT 6 is preferred).
- Contractor shall pull four parallel runs of communications cable (specified above) to each outlet/workstation for communications, label both ends, and terminate each pair at the modular RJ45 duplex jacks (RJ45=568B) and at the patch panel block in the data/phone room. Additional runs will be required in some locations to accommodate areas that have higher concentrations of computer peripherals. Cables shall be tested and certified before occupancy. Installation and materials supplied shall be in accordance with current Electronic Industry Association/Telecommunication Industry Association standards (EIA/TIA) 568 B.
- The communications room shall allow access to a 19" standard floor-standing rack assembly with cable management guides on each side. It must have a dedicated electrical circuit for communication and telephone control equipment with a minimum of ten electrical outlets in close proximity to the panel and block. Air-cooling and airflow must allow the room not to exceed a temperature of 72°.
- In addition, two dedicated circuits with isolated ground and 220-volt twist-lock receptacles shall be provided for the server(s), and communications equipment. These electrical outlets must be near the server rack and communications rack.

### Electrical Requirements

- The overall electrical design must take into account office density and computer usage, telecommunication needs, special-use rooms, and other types of power demands. The general electrical system specifications are as follows with greater design detail to be developed once the leased space has been selected.
- The Idaho Department of Commerce and Labor has established a standard of no more than four (4) networked devices on a single circuit and no potentially interfering equipment on the same circuit with any networked device. To accomplish this, electrical wiring must be wired and identified as follows:

- “Clean”: No more than four (4) outlets on a single 20-amp circuit, orange colored outlets to make them distinguishable from other outlets. Must also meet any and all building codes in effect at the location.
- “Dirty”: Outlets not on the same circuit as clean outlets. Must meet any and all building codes in effect at the location. Usually white or ivory colored outlets, must not be orange colored to make them distinguishable from clean outlets.
- Each employee office and cubicle must have exclusive access to at least one (1) clean and one (1) dirty outlet. The clean outlet must be within ten feet, but preferably within five feet of the placement of all computer equipment.

#### JANITORIAL/LANDSCAPING/SNOW REMOVAL:

- At a minimum, the full-service lease must include janitorial services such as sweeping and mopping floors, vacuuming carpeted areas and doormats, dusting, sanitizing restrooms, emptying waste receptacles, cleaning glass windows and doors, etc. Adequate matting shall be provided at all entries and at reception counter. Matting shall be periodically cleaned on an “as needed” basis.
- Lessor is responsible for maintaining landscaping and sprinkler system, including but not limited to grass cutting, sprinkler system repairs, annual sprinkler system blowout and turn on.
- Snow removal shall include removal of snow from parking lots and walkways. Removal shall be performed weekdays prior to 8:00 a.m. Priority shall first be given to keeping handicapped spaces clear and to ingress, egress, and fire lanes, secondly to customer and employee parking areas, and lastly to overflow parking areas. An area shall be designated for snow storage. Areas subject to ice accumulation shall be treated with de-icing agents as necessary.


EXECUTIVE ORDERS: Executive Order 2005-12 states that the efficient use of energy is of prime importance to the well-being of the State of Idaho and energy conservation is to be a major consideration in the construction of all state buildings and the execution of lease agreements.

Executive Order 2005-10 requires that all state-owned or state-leased buildings, facilities or areas occupied by state employees shall be designated as “non-smoking” except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

Executive Order 2005-14 requires that all buildings owned or maintained by any State government agency or entity, or constructed or renovated specifically for use or occupancy by any such agency or entity, shall conform to all existing state codes, including but not restricted to, IDAPA 17.10.01, the Idaho General Safety and Health Standards Code, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. **Prior to construction or remodeling** of such buildings, where appropriate, plans shall be reviewed and approved by the **Division of Building Safety** and the Permanent Building Fund Advisory Council. **Any cost associated with that review will be at the expense of the Offeror. A copy of the Division of Building Safety’s Plan Review Application is attached to this Request for Proposals as Exhibit D.**

BUILDING STANDARDS/CODES: The following codes are the minimum building and safety codes adopted by the State of Idaho and the federal government. Local governments have jurisdiction over privately owned buildings in the target area. Lessors leasing space to the State must procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use prior to the lease taking effect. Idaho Code Title 67, Chapter 57, establishes facility standards and the leasing of space.

1. International Building Code, 2000 Edition
2. International Mechanical Code, 2000 Edition
3. Uniform Plumbing Code, 2000 Edition
4. International Fuel Gas Code, 2000 Edition

5. Uniform Mechanical Code, 1997 Edition
  6. International Energy Conservation Code, 2000 Edition
  7. NFPA 70, 2002 Revised, National Electrical Code
  8. Handicap Accessibility, Americans with Disabilities Act
  9. Section 612 Idaho Safety Code 1, Air Standards
  10. 2000 International Fire Code
  11. American National Standards Institute (ANSI) A17.1
  12. Federal Regulations Applicable to the occupying agency
  13. Electronic Industry Association/Telecommunication Industry Association Standard, 1995, EIA/TIA-568 Standard
  14. All Local Codes
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## FACILITY STANDARDS SHEET

**AGENCY:** *Idaho Commerce & Labor*

**LOCATION:** *Twin Falls, ID*

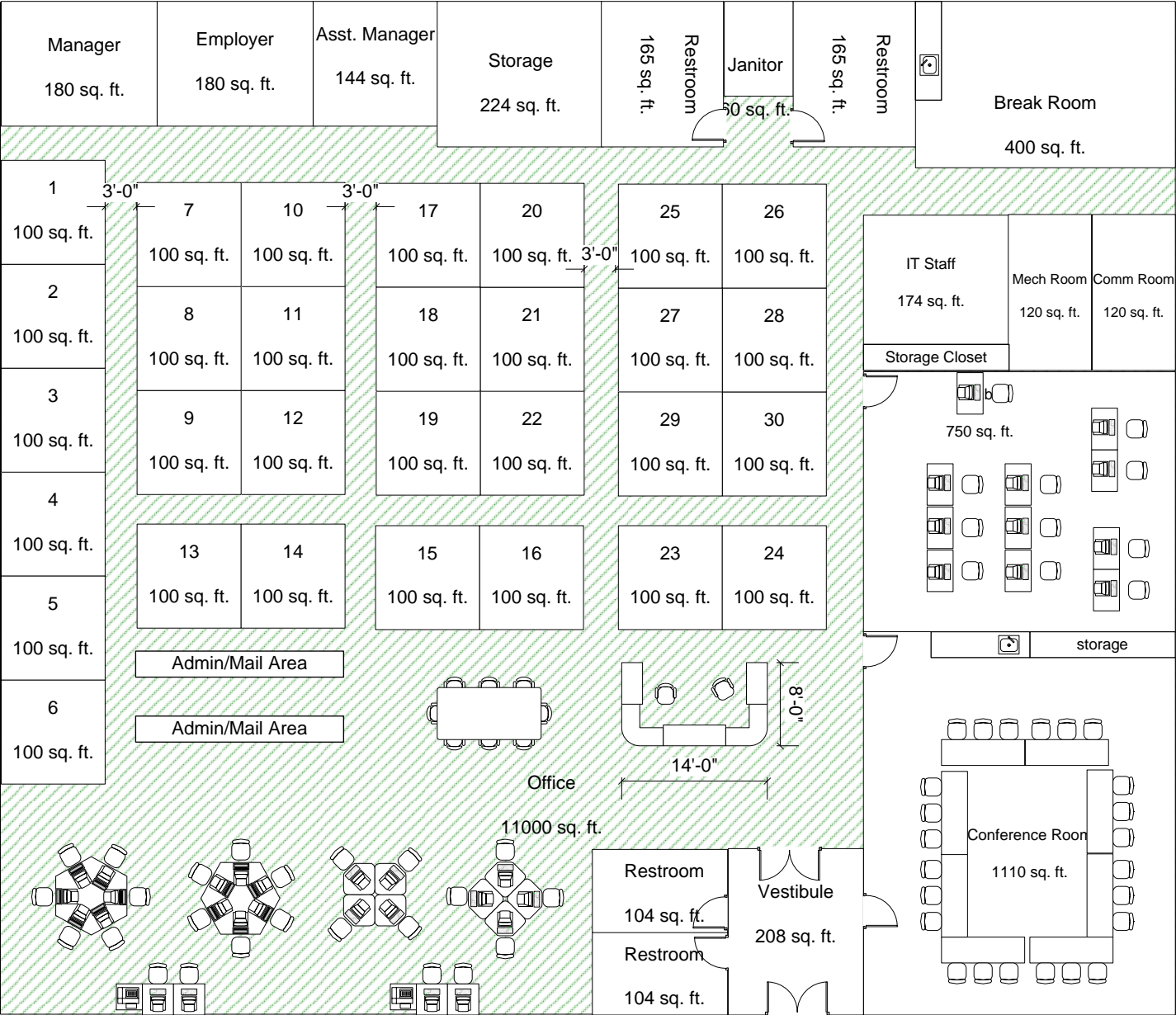
**CURRENT SQ FT:** *12,325*

**PROJECTED SQ FT:** *11,000*

**PROJECTED FTE:** *33*

Area/Room (*FTE=Full Time Employee)	# of FTE*	Sq Ft /FTE*	Total	Hard Walls** or Open Office***	# Data Ports	#Fax Ports	Remarks
<b>HARD WALL OFFICE**:</b>							
Manager	1	180	180	Hard Wall	6	0	Window to interior
Assistant Manager	1	144	144	Hard Wall	6	0	Window to interior
IT Staff	1	210	210	Hard Wall	6	0	
Subtotal			534				
<b>OPEN OFFICE AREA***:</b>							
Staff Cubicles	30	100	3,000	Open Office	90	0	Agency provided panels
Reception			150	Open Office	8	1	Agency Provided
Customer Workstations			1,136	Open Office	36	1	27 CPUs + printers, fax and copier
Mail/Admin			100	Open Office	4	1	
Subtotal			4,386				
<b>SPECIALTY AREAS:</b>							
	# of Rms	Size of Rms.	Total Size				
Employer Room	1	180	180	Hard Wall	6	0	Window to interior
Break Room	1	400	400	Hard Wall	2	0	
Employee Restrooms	2	165	330	Hard Wall	0	0	
Public Restrooms	2	104	208	Hard Wall	0	0	
Communications Room	1	120	120	Hard Wall		0	See specs
Mechanical Room	1	120	120	Hard Wall	2	0	
Storage	1	224	224	Hard Wall	2	0	
Janitor Closet	1	60	60	Hard Wall	0	0	
Vestibule	1	120	120	Hard Wall	0	0	
Conference Room	1	1,110	1,110	Hard Wall	10	0	built in cabnt with sink
Computer Lab	1	750	750	Hard Wall	24	0	11 stations + mounted projector
Subtotal			3,710				
Total Hard Wall			4,244				
** Add 30%			1,273.2				
***Add 25%			1,096.5				
<b>TOTAL</b>			<b>11,000</b>				

**SAMPLE FLOOR PLAN/SPACE USAGE**



LEASE PROPOSAL FORM – Page One

LEASE PROPOSAL FOR: IDAHO DEPARTMENT OF COMMERCE AND LABOR

LOCATION: TWIN FALLS

PROPOSED OCCUPANCY DATE: \_\_\_\_\_

## THE OFFEROR

PROPOSAL SUBMITTED BY \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Contact Person)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State, ZIP)  
 \_\_\_\_\_ (Phone/Fax/Email)

CREDIT REFERENCES (Please provide three (3) verifiable references as noted below):

BANK REFERENCE: \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Contact Person)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State, ZIP)  
 \_\_\_\_\_ (Phone/Fax/Email)

TRADE REFERENCE: \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Contact Person)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State, ZIP)  
 \_\_\_\_\_ (Phone/Fax/Email)

TENANT REFERENCE: \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Contact Person)  
 \_\_\_\_\_ (Street Address)  
 \_\_\_\_\_ (City, State, ZIP)  
 \_\_\_\_\_ (Phone/Fax/Email)

QUALIFICATIONS (Please provide information as noted below):

COMMERCIAL DEVELOPMENT EXPERIENCE: \_\_\_\_\_

(Please provide brief narrative detailing size and nature of properties developed, locations and tenancies. A copy of your company's professional brochure may be attached to this proposal as additional information.)

COMMERCIAL PROPERTY MANAGEMENT EXPERIENCE: \_\_\_\_\_

(Please provide brief narrative detailing size and nature of properties managed professional designations in property management, if any, landlord/tenant relationships with other governmental entities, etc. A copy of your company's professional brochure may be attached to this proposal as additional information.)

**CAUTION:** Any incomplete items in this proposal form may cause proposal to be discarded.

**LEASE PROPOSAL FORM Page Two**

LEASE PROPOSAL FOR: **IDAHO DEPARTMENT OF COMMERCE AND LABOR** LOCATION: **TWIN FALLS**

**COST OF THE FACILITY**

RENT SCHEDULE: Please fill in the blanks below with each year's rent. The RFP requests a full-service lease. If any expenses such as utilities or janitorial service are not included in the rent, please note on the line below the rent schedule.

Initial Lease Term	Annual Rent	Rent per Sq Ft per Year*	Option Period	Annual Rent	Rent per Sq Ft per Year*
Year 1	\$	\$	Year 6	\$	\$
Year 2	\$	\$	Year 7	\$	\$
Year 3	\$	\$	Year 8	\$	\$
Year 4	\$	\$	Year 9	\$	\$
Year 5	\$	\$	Year 10	\$	\$
Years 1-5	\$	\$	Years 6-10	\$	\$

ITEMS NOT INCLUDED IN RENT: \_\_\_\_\_

RENT ESCALATION PROVISIONS: The State prefers a flat lease rate during the Initial Lease Term. Proposals without escalations will be given the highest points. All others will be prorated according to the perceived degree of cost exposure to the State. If no increases are to be charged to State, write "None". Due to budget approval issues, it is beneficial for the State to have caps on increases so it can plan accordingly.

CONSUMER PRICE INDEX				FIXED INCREASE			BASE YR EXPENSE STOP						
BASE YR:				%:			Base \$/Sq Ft*						
Initial Lease Term	Yes	No	% Cap	Initial Lease Term	Yes	No	Initial Lease Term	Taxes	Insur	Util	Janit	Common Area Maint	% Cap
Year 1			%	Year 1			Year 1						
Year 2			%	Year 2			Year 2						
Year 3			%	Year 3			Year 3						
Year 4			%	Year 4			Year 4						
Year 5			%	Year 5			Year 5						

DIRECT PASS-THROUGH OF BUILDING EXPENSES							DETAIL OF COMMON AREA MAINTENANCE EXPENSE (i.e., what would be charged as Common Area Maintenance)						
% of BLDG AREA:													
\$/SF													
Initial Lease Term	Taxes	Insur	Util	Janit	Common Area Maint	NNN Lease							
Year 1													
Year 2													
Year 3													
Year 4													
Year 5													

**CAUTION:** Any incomplete items in this proposal form may cause proposal to be discarded.

\*Rent & Costs per Sq Ft to be based upon Net Rentable Area, as established by the BOMA method for measuring floor space.

**LEASE PROPOSAL FORM Page Three**

LEASE PROPOSAL FOR: **IDAHO DEPARTMENT OF COMMERCE AND LABOR**  
**COST OF THE FACILITY (CON'T)**

LOCATION: **TWIN FALLS**

**TENANT FINISH ALLOWANCE:** The State prefers the facility be finished according to the desired needs and specifications of the agency. Since we do not wish to expose the agencies to any unanticipated financial outlay, we require that all potential tenant finish costs be disclosed. Please provide these costs on a per square foot basis. Proposals with the highest tenant finish allowance will be given the highest points. All others will be prorated according to the perceived degree of cost exposure to the State. In order to control costs, any changes to the plans after they are approved by the agency must be in writing and must include a cost estimate.

Allowance for Tenant Finish: \$ \_\_\_\_\_  
 Based upon: Net Rentable Area \_\_\_\_\_ Usable Area \_\_\_\_\_ Other: \_\_\_\_\_ Please detail: \_\_\_\_\_

Does the Tenant Finish Allowance include space planning cost and architectural fees? If so, how much is estimated towards these costs? \$ \_\_\_\_\_.

Do you anticipate that the agency's stated needs will exceed the Tenant Finish Allowance as noted above? \_\_\_\_\_(Yes) \_\_\_\_\_(No) If yes, Cost: \$ \_\_\_\_\_.

Please provide any recommendations to reduce the tenant finish cost to the Lessor (which will ultimately result in cost savings to both Lessor and the State): \_\_\_\_\_

**PHONE/DATA WIRING ALLOWANCE:** The State prefers the data and telephone wiring be performed by the Lessor to minimize disruptions to the Agency and damages to the facility. We realize it may be difficult to accurately determine the cost of these items until more specific plans and specifications can be agreed to between the parties. We, therefore, request that the Offeror provide an allowance towards this anticipated Lessor expense.

Allowance for Data/Phone Installation: \$ \_\_\_\_\_  
 Based upon: Net Rentable Area \_\_\_\_\_ Usable Area \_\_\_\_\_ Other: \_\_\_\_\_ Please detail: \_\_\_\_\_

Are fiberoptics available to the building? \_\_\_\_\_

**LESSOR INCENTIVES TO LEASE SPACE:** The State can potentially provide a Lessor with a long-term tenancy and the security of a viable tenant. As such, please detail any financial incentives you would be willing to offer to offset the agency's moving expense and financial exposure:

Rent Discount For Annual Prepayment Of The Lease: \_\_\_\_\_%. (Rent will be prorated based upon the State's fiscal year, which begins in July of each year).

Moving Expense Reimbursement: \$ \_\_\_\_\_. The DEPARTMENT OF COMMERCE & LABOR anticipates its moving expense will be \$3,500.

Additional Services: \_\_\_\_\_  
 \_\_\_\_\_ (Examples could include enhanced building maintenance, additional services, provision of additional amenities which the Offeror feels will enhance the proposal beyond what is requested.)

Other Incentives: \_\_\_\_\_

(Examples could include free rent for a stated period of time, no escalations in rent for a stated period of time, allowance toward office furniture, additional tenant finish allowance, first right of refusal on adjacent space, etc.)

SQ FT: \_\_\_\_\_(Usable) \_\_\_\_\_(Net Rentable) \_\_\_\_\_(Gross) Load Factor: \_\_\_\_\_%

**Please attach a floor plan to this Lease Proposal to indicate how the Proposed Facility will fit within the configuration of the building.** The State does not wish to have the Offeror expend a large amount of funds on initial floor plans and renderings since agency review will generally cause revisions. We are seeking more of a rough floor plan to provide the committee with a concept of the facility.

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded

**LEASE PROPOSAL FORM Page Four**

LEASE PROPOSAL FOR: **IDAHO DEPARTMENT OF COMMERCE AND LABOR**  
**THE FACILITY**

LOCATION: **TWIN FALLS**

DESCRIPTION OF FACILITY: \_\_\_\_\_ (Date of Construction)  
\_\_\_\_\_ (New Construction) \_\_\_\_\_ (To Be Built) \_\_\_\_\_ (To Be Renovated) \_\_\_\_\_ (As Is)  
\_\_\_\_\_ (Single User Facility) \_\_\_\_\_ (Multi-tenanted Bldg.)  
\_\_\_\_\_ (Single-Story Bldg) \_\_\_\_\_ (Multi-storied Bldg - \_\_\_\_\_ # of Floors - \_\_\_\_\_ Floor Plate Size  
Would any expansion areas be available to the State in the future? \_\_\_\_\_ (Sq Ft) \_\_\_\_\_ (No)

**QUALITY OF LEASED SPACE:**

Carpet weight: \_\_\_\_\_ Windows: \_\_\_\_\_ Single glazed \_\_\_\_\_ Double glazed \_\_\_\_\_  
Window coverings: \_\_\_\_\_ (Exterior windows) \_\_\_\_\_ (Interior windows)  
Class of Bldg: \_\_\_\_\_

(Please detail overall quality of the leased space, by "Class A", "Class B", "Class C" type space classifications as commonly used in the real estate industry. Photos and a property brochure may be attached to this proposal as supplemental information.)

Type of HVAC System: \_\_\_\_\_  
ADA Accessibility: Offeror agrees to meet or exceed the handicapped accessibility requirements by ADA, including the interior of the facility and all site improvements. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No) If no, explain why:

**PROPERTY AMENITIES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Amenities available at the facility, such as on-site conference room, breakroom, fitness facility, library, on-site storage. Photos and a property brochure may be attached to this proposal as supplemental information.)

**PROFESSIONAL STAFF:**

ARCHITECT: \_\_\_\_\_ (Company)  
(must be licensed in \_\_\_\_\_ (Contact Person)  
the State of Idaho) \_\_\_\_\_ (Credentials)  
\_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State, ZIP)  
\_\_\_\_\_ (Phone/Fax/Email)

ENGINEER: \_\_\_\_\_ (Company)  
(must be licensed in \_\_\_\_\_ (Contact Person)  
the State of Idaho) \_\_\_\_\_ (Credentials)  
\_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State, ZIP)  
\_\_\_\_\_ (Phone/Fax/Email)

SPACE PLANNER: \_\_\_\_\_ (Company)  
(must be licensed in \_\_\_\_\_ (Contact Person)  
the State of Idaho) \_\_\_\_\_ (Credentials)  
\_\_\_\_\_ (Street Address)  
\_\_\_\_\_ (City, State, ZIP)  
\_\_\_\_\_ (Phone/Fax/Email)

CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded

# **LEASE PROPOSAL FORM Page Five**

LEASE PROPOSAL FOR: **IDAHO DEPARTMENT OF COMMERCE AND LABOR** LOCATION: **TWIN FALLS**  
**THE FACILITY (CON'T)**

PROPERTY MANAGEMENT: \_\_\_\_\_(On-site) \_\_\_\_\_(Off-site, located @ \_\_\_\_\_  
 \_\_\_\_\_(Company)  
 \_\_\_\_\_(Contact Person)  
 \_\_\_\_\_(Credentials)  
 \_\_\_\_\_(Street Address)  
 \_\_\_\_\_(City, State, ZIP)  
 \_\_\_\_\_(Phone/Fax/Email)

## **SERVICES INCLUDED IN LEASE:**

Utilities: \_\_\_\_\_Electricity \_\_\_\_\_Gas \_\_\_\_\_Water \_\_\_\_\_Sewer \_\_\_\_\_Other(\_\_\_\_\_)  
 \_\_\_\_\_Janitorial Service, with a frequency of \_\_\_\_\_ times per week.  
 \_\_\_\_\_Snow Removal \_\_\_\_\_Landscape Maintenance \_\_\_\_\_Security Patrol/Service  
 \_\_\_\_\_Facility Maintenance and Repair

## **PARKING:**

\_\_\_\_\_ (# of Employee Spaces) \_\_\_\_\_ (# of Client Spaces) \_\_\_\_\_ (# of ADA Spaces)  
 Parking is \_\_\_\_\_(Off-street) \_\_\_\_\_(On street) \_\_\_\_\_(Paved) \_\_\_\_\_(Gravel)  
 Would a secured or fenced parking area be available for State vehicles? \_\_\_\_\_ (# of Spaces) \_\_\_\_\_(No)  
 Would there be any cost for the use of this parking? \_\_\_\_\_(Yes) \_\_\_\_\_(No) If yes, Cost: \$ \_\_\_\_\_

## **SITE:**

\_\_\_\_\_ (Current Zoning) \_\_\_\_\_ (Proposed Zoning) Is a design review required? \_\_\_\_ (Yes) \_\_\_\_ (No)  
 Will the current zoning designation present any timing issues: \_\_\_\_\_  
 Are public utilities available to the site? \_\_\_\_\_ (Yes) \_\_\_\_ (No). If no, detail potential issues and proposed resolution: \_\_\_\_\_  
 Has a Phase One Report been completed? \_\_\_\_\_ (Yes) \_\_\_\_ (No) Are there any known environmental issues? \_\_\_\_\_ (Yes) \_\_\_\_ (No). If yes, detail potential issues and proposed resolution: \_\_\_\_\_  
 Are there any anticipated land development issues: \_\_\_\_\_ (Yes) \_\_\_\_ (No) If yes, detail potential issues and proposed resolution: \_\_\_\_\_

Is exterior lighting in the parking/loading areas planned for the site (or already in place)? \_\_\_\_ (Yes) \_\_\_\_ (No)

## **PURCHASE OPTION**

In some cases, the State may seek to acquire facilities to meet its long-term facility needs.

The Offeror would provide a purchase option for this facility: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Proposed Purchase Price	Year of the Lease	Comments and Terms of Purchase

## **TWENTY-YEAR LEASE**

In some cases, the State may seek to acquire facilities to meet its long-term facility needs.

The Offeror would agree to a twenty (20) year lease with title going to the State at the end of the twenty (20) year term upon authorization by the Legislature pursuant to Idaho Code §67-5708: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Lease Year	Yearly Rental	Comments/Other Information

*CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.*

**LEASE PROPOSAL FORM Page Six**

<b>LEASE PROPOSAL FOR:</b> <u>IDAHO DEPARTMENT OF COMMERCE AND LABOR</u>	<b>LOCATION:</b> <u>TWIN FALLS</u>
<b>LOCATION OF THE FACILITY</b>	
LOCATION OF THE FACILITY:	_____ (Street Address)
	_____ (City, State, ZIP)
NEAREST CROSS STREETS:	_____
ADJACENT PROPERTY USES:	_____
	_____ (to the East)
	_____ (to the West)
	_____ (to the North)
	_____ (to the South)
PROXIMITY TO BUS ROUTE:	_____ (# of Blocks)
PROXIMITY TO FEDERAL, STATE AND LOCAL AGENCIES WITHIN 1 MILE RADIUS: _____	
_____	
BENEFITS OF THIS LOCATION TO THE STATE: _____	
_____	
_____	
_____	
_____	
_____	
(Please provide brief narrative detailing amenities available and other benefits to this location, etc. A copy of the property brochure may be attached to this proposal as additional information.)	

**CERTIFICATIONS**

1. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of ninety (90) days from the deadline for receipt of proposals unless the property is leased to another party; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Lease signature and approval. If the proposed property is leased to another party, I agree to immediately notify the Division of Public Works in writing so the property may be removed from consideration.
2. It is the objective of the Division of Public Works to obtain the highest quality space at a competitive market rate. Unless otherwise noted, all terms listed in the proposal shall be subject to negotiation between the Offeror and the committee. No understanding, whether oral or written, whether made prior to or contemporaneously with the lease negotiations, shall serve to enlarge, modify, limit or otherwise affect the terms and conditions as ultimately detailed in the executed Lease Agreement.
3. I understand and agree to be bound by the conditions contained in the Request for Proposals and shall conform with all requirements of the Request for Proposals.

Offeror Signature _____	Name: _____
Title: _____	Offeror Name _____ (Please Print)
Date: _____	

*CAUTION: Any incomplete items in this proposal form may cause proposal to be discarded.*



**EXHIBIT A RATING FACTORS  
OFFICE AND RETAIL FACILITIES**

<b>AGENCY NAME: IDAHO DEPARTMENT OF COMMERCE AND LABOR</b>				
<b>CURRENT SQ FT: 12,325</b>		<b>PROPOSED SQ FT: 11,000</b>	<b>CURRENT FTE</b>	<b>PROPOSED FTE: 33</b>
Handicap Access (Yes or No)		"No" may disqualify office & retail properties		
<b>Rating (total = 100%)</b>	<b>Type of Factor</b>	<b>Factor</b>	<b>Explanation of Factor</b>	<b>Recommended Range</b>
5%	Cost*	Load Factor	Percent of usable to net rentable area. (Typically rent is based upon net rentable area)	0% to 10% (0% if N/A)
7%	Cost	Rent-1 <sup>st</sup> year	Budget is \$ _____. Lease/Purchase Analysis Cost Ratio will need to be considered.	10% to 15%
5%	Cost*	Rent-1st 5 yrs	Budget is for \$ _____. Fits within 5-year plan. Lease/Purchase Analysis Cost Ratio will need to be considered.	10% to 15%
5%	Cost*	Rent Escalation Provisions	Rate increases, if any, should be capped. Pass-throughs on bldg. expenses (taxes, insurance, common area maintenance).	0% to 5% (0% if N/A)
5%	Cost*	Offeror Incentives	Renewal options, free rent, reimbursement of moving costs, etc. Can be figured on a per square foot basis to obtain effective lease rate.	0% to 5% (0% if N/A)
5%	Cost*	Finish Allowance	Must be adequate to cover agency requirements. (For new construction should be approx. \$20/SF; \$4 to \$5 will cover new carpet and paint in a remodeled space).	0% to 5% (0% if N/A)
n/a	Cost*	Free Parking	What, if any, will the cost be for the parking? Figure on a per sq ft basis – (Cost per space x 12 months, divided by 250 sq ft.)	0% to 10% (0% if N/A)
1%	Construction	Site Issues	Are utilities available to the site? Is the zoning appropriate? Any known environmental or construction issues? Does site drainage appear to be adequate?	0% to 5%
n/a	Construction	Property Amenities	On-site conference facility, break room, fitness facilities, library, on-site storage provided at no or reduced cost to tenants.	0% to 5%
6%	Construction	Exterior Condition	Maintenance and condition of building.	0% to 10%
10%	Construction	Adequate Sq Ft	Size and usability of space. Floor plate size, # of stories of bldg. may be issues. (Could also be used as a "Yes" or "No". A "No" would disqualify property.)	0% to 10%
6%	Construction	Interior Condition	Maintenance and condition of building.	0% to 10%
4%	Construction	Expansion Capability	Is a First Right of Refusal on adjacent space provided? Has agency grown extensively in this area? Multi-tenant bldgs may provide more flexibility than a single-user bldg.	0% to 5%
3%	Construction	HVAC & Energy	Anticipated cost of energy and efficiency of heating and air conditioning system.	0% to 5% (0% if N/A)
2%	Construction	Security	Safety of employees, clients & equipment (exterior lighting, security service, controlled access, fenced parking areas).	0% to 10%
3%	Construction	Offeror Qualifications	Experience & financial ability to construct or remodel a facility, property mgmt experience.	0% to 5%
8%	Construction	Parking	Adequate for clients and employees? Would there be a delivery area available?	0% to 10%
4%	Location	Adjacent Uses	Are surrounding uses professional in nature? Will there be any noise or odor issues? Is the property in a flight pattern?	0% to 5%
5%	Location	Employee Accessibility	Is the property easy to access? Is the property close to a major thoroughfare? Will traffic in the area create a problem?	0% to 10%
3%	Location	Visibility	Is visibility critical to this operation?	0% to 3%
n/a	Location	Bus Line	Is the property close to a bus line?	0% to 5%
2%	Location	Collocation Issues	Proximity to federal, state, local agencies offering reciprocal services.	0% to 3%
8%	Location	Public Access	Is the property easy to find? Is the property close to a major thoroughfare? Will traffic in the area create a problem? Consider both auto and pedestrian access.	0% to 10%
3%	Construction	Communications Cable	Is CAT level 6 enhanced communications cable offered?	0% to 5%
n/a	Other	Purchase Option	Depending on location and 5-year plan, a "No" response from proposed Offeror might disqualify property from further consideration.	0% to 10%
n/a	Other	Quality of Proposal	Are there any incomplete items? Are there any inconsistent items?	0% to 3%
<b>TOTALS</b>				<b>100%</b>

**\*Cost should be between 30% to 45% of the total ranking.**

**EXHIBIT B PROPOSAL RANKING SHEET OFFICE AND RETAIL FACILITIES**

**AGENCY NAME:** IDAHO DEPARTMENT OF COMMERCE AND LABOR      **PROPOSAL DUE DATE:** FEBRUARY 24, 2006

Offeror Company, Name & Phone Number							
Street Address Location							
Square Footage (NRA) Floors of Building							
Rent/Sq Ft (NRA) 1 <sup>st</sup> yr, 1 <sup>st</sup> 5 yrs Rent Per Year- 1 <sup>st</sup> yr, 1 <sup>st</sup> 5 yrs Cost Ratio/Options to Renew Rent Increases & Pass-Thrus							
Projected Occupancy Date							
Handicap Access (Yes or No)		("No" disqualifies office & retail properties)		("No" disqualifies office & retail properties)			
<b>RATING</b> (Total =100)	<b>FACTOR</b> <i>Type of Factor</i>	<b>Proposal #1</b> Comments/Notes	<b>Score</b> *	<b>Score x</b> Factor	<b>Proposal #2</b> Comments/Notes	<b>Score</b> *	<b>Score x</b> Factor
	Load Factor/ <i>Cost</i>						
	Rent-1 <sup>st</sup> year/ <i>Cost</i>	Budget is \$_____.			Budget is \$_____.		
	Rent-1 <sup>st</sup> 5 yrs/ <i>Cost</i>	Budget is for \$_____. Fits within 5-year plan.			Budget is for \$_____. Fits within 5-year plan.		
	Rent Escalation/ <i>Cost</i>						
	Offeror Incentives/ <i>Cost</i>						
	Finish Allowance/ <i>Cost</i>						
	Free Parking/ <i>Cost</i>						
	Site Issues/ <i>Construction</i>						
	Property Amenities/ <i>Construction</i>						
	Exterior Condition/ <i>Construction</i>						
	Adequate Sq Ft/ <i>Construction</i>						
	Interior Condition/ <i>Construction</i>						
	Expansion Capability/ <i>Construction</i>						
	HVAC & Energy/ <i>Construction</i>						
	Security/ <i>Construction</i>						
	Offeror Qualifica- tions/ <i>Construction</i>						
	Parking/ <i>Construction</i>	spaces			spaces		
	Adjacent Uses/ <i>Location</i>						
	Employee Accessibility/ <i>Location</i>						
	Visibility/ <i>Location</i>						
	Bus Line/ <i>Location</i>						
	Collocation Issues/ <i>Location</i>						
	Public Access/ <i>Location</i>						
	Communications Cable/ <i>Construction</i>						
	Purchase Option/ <i>Other</i>						
	Quality of Proposal/ <i>Other</i>						
<b>TOTALS</b>							

\* **Scoring Scale:** 4=Excellent, 3=Good, 2=Fair, 1=Poor, 0= Unacceptable

**RANKED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Notes:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## EXHIBIT C – LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between \_\_\_\_\_, **Tax ID #** \_\_\_\_\_ (the "Lessor"), and the STATE OF IDAHO, by and through the \_\_\_\_\_ (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

### WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of \_\_\_\_\_, County of \_\_\_, State of Idaho, known and described as follows: \_\_\_\_\_ **Idaho**.
2. Term. The term of this Lease Agreement is \_\_\_\_\_ months. As time is of the essence, the term of this Lease Agreement shall begin on \_\_\_\_\_ and shall end at midnight on \_\_\_\_\_. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.
3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of \$\_\_\_\_\_ each. The lease payment shall be computed at a rate of \$\_\_\_\_\_ per square foot, per year. The total square footage of the Premises is \_\_\_\_\_, subject to measurement using BOMA standard. The total yearly lease payment is \$\_\_\_\_\_. Upon election by the Lessee to pay in advance \_\_\_\_\_ quarterly, \_\_\_\_\_ semi-annually, or \_\_\_\_\_ annually, the Lessor shall allow Lessee a discount of \_\_\_\_\_ **Percent**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.
4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.
5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 13 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services and Parking. The Lessor covenants that it will provide, perform, and pay for the services, maintenance and parking as follows:

A. Utilities:

Domestic water and sewer.  
Electricity.  
Natural Gas.  
Irrigation.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).  
Heating system and related equipment.  
Cooling and air handling system and related equipment.  
Electrical system and related equipment.  
Sewer and plumbing systems and related equipment.  
Exterior lighting, including landscaped areas, parking area and walkway.  
Cleaning ground and parking area of debris ☒ weekly \_ monthly \_ other: \_\_\_\_\_.  
Common area janitorial service ☒ daily (excluding weekends and holidays) \_ other: \_\_\_\_\_.  
Trash removal from property ☒ weekly \_\_ other: \_\_\_\_\_.  
Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.  
Light bulb and fluorescent tube replacement.  
Ice and snow removal prior to start of each business day.  
Directory sign with Lessee name.  
Door sign with Lessee name.  
Lawn and shrubbery care weekly during season.

C. Custodial Services:

Complete Janitorial service ☒ daily (excluding weekends and holidays) \_\_ other: \_\_\_\_  
Trash removal from Premises ☒ daily (excluding weekends and holidays) \_\_weekly \_\_ other: \_\_\_\_  
Window cleaning ☒ quarterly \_\_ other: \_\_\_\_  
Carpet spot cleaning \_\_ semi-annually \_\_ annually ☒ as needed.  
Shampoo carpet ☒ semi-annually \_ annually \_ as needed.

D. Parking: A total of \_\_\_\_lighted and paved automotive parking spaces (including \_\_\_\_\_of which will be secured) will be maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

7. Special Provisions.